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4 BILL NO. S-77-04- 15

5 SPECIAL ORDINANCE NO. S- 85-77

6 AN ORDINANCE approving a contract
7 with L-IV Venture, for construction
8 of a Water Main on Evard Road.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
10 WAYNE, INDIANA:

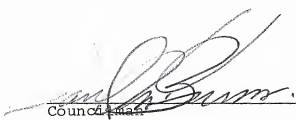
11 SECTION 1. That the contract dated March 30, 1977,
12 between the City of Fort Wayne, by and through its Mayor and the
13 Board of Public Works and L-IV Venture, for:

14 That the Utility and the Contributor shall proceed dependent
15 upon procurement of materials and labor and with reference to
16 other similar work of said parties to construct 1190+ feet of
17 sixteen (16") inch water main, including all necessary fitt-
18 ings as follows:

19 On the Evard Road from a point 190+ feet west of Salge Drive
20 eastward a distance of 1190+ feet.

21 for a total cost of \$26,303.00, of which the City will pay
22 \$11,821.00, and the Contributor will pay \$13,282.00, and \$1,200.00
23 will be furnished by Utility for testing and etc..., all as more
24 particularly set forth in said Contract which is on file in the
25 Office of the Board of Public Works and is by refereince incorpor-
26 ated herein, made a part hereof and is hereby in all things rati-
27 fied, confirmed and approved.

28 SECTION 2. This Ordinance shall be in full force and
29 effect from and after its passage and approval by the Mayor.
30
31
32
33

34 
35 Councilman

36 APPROVED AS TO FORM
37 AND LEGALITY.

38 
39 CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 4-12-77.

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hinga, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
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TOTAL VOTES

9

0

BURNS

✓

HINGA

✓

HUNTER

✓

MOSES

✓

NUCKOLS

✓

SCHMIDT, D.

✓

SCHMIDT, V.

✓

STIER

✓

TALARICO

✓

DATE: 4/26/77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. S-85-77 on the 26th day of April, 1977

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of April, 1977, at the hour of 11 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 4th day of May, 1977, at the hour of 8:30 o'clock _____ M., E.S.T.

Robert Thompson
MAYOR

Bill No. S-77-04-15

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
Approving a contract with L-IV Venture, for construction of a Water
Main on Evard Road

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance OK PASS.

PAUL M. BURNS - CHAIRMAN

FREDRICK R. HUNTER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

JAMES S. STIER

Paul M. Burns
Fredrick R. Hunter
Vivian G. Schmidt
Winfield C. Moses, Jr.
James S. Stier
CONCURRED IN

4-26-77
DATE 4-26-77 CHARLES W. WESTERMAN, CITY CLERK

64-176-16 3/30/77

CONTRACT NO. 7701

BOARD ORDER NO. 4-1977

WORK ORDER NO. 63341

THIS AGREEMENT, made and entered into this 30 day of March, 1977, by and between L-IV VENTURE, hereinafter called Contributor, and the Fort Wayne Water Utility of the City of Fort Wayne, Indiana, hereinafter called Utility, WITNESSETH:

That the said Contributor and the said Utility for the considerations hereinafter named, agrees as follows:

1. That the Utility and the Contributor shall proceed dependent upon procurement of materials and labor and with reference to other similar work of said parties to construct 1190± feet of sixteen (16") inch water main, including all necessary fittings as follows:

On the Evard Road from a point 190± feet west of Salge Drive eastward a distance of 1190± feet.

2. That said water main system shall be constructed according to the standards, plans, and specifications of the Utility, and that said Utility shall furnish water thru said main when completed, in accordance with the rules and regulations of said Utility, and the laws, ordinances and regulations applicable thereto, now in force, or that may hereafter be adopted.

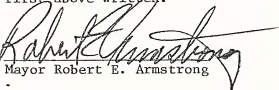
It is, however, understood and agreed that the Utility will not furnish water thru any part or parts of the water main covered hereunder unless and until the entire main shall have been tested, disinfected and placed in service and accepted by said Utility.

3. It is understood and agreed by and between the parties of this contract that the Contributor shall furnish all materials, contractual labor, and equipment for the construction of said water main through North Eastern Construction Co., Inc. at a cost of Twenty Five Thousand One Hundred and Three Dollars (\$25,103.00) and that said Utility shall supply the necessary labor for inspection, pressure testing, disinfection, and engineering at a cost of Twelve Hundred Dollars (\$1200.00). Therefore, the total cost of said water main is Twenty Six Thousand Three Hundred and Three Dollars (\$26,303.00). It is further understood and agreed by and between the parties of this contract that the said Contributor shall bear the cost of the water main on the basis of a six (6") inch main, the cost of which is Thirteen Thousand Two Hundred and Eighty Two Dollars (\$13,282.00) and which amount is the contract price of this Agreement. Therefore, it is agreed that upon completion and acceptance of said water main system by said Utility, the Utility will pay to said Contributor's Contract the difference between the cost of materials, contractual labor and equipment as supplied by the Contractor, as referred to above and the contract price of this Agreement, said difference being Eleven Thousand Eight Hundred and Twenty One Dollars (\$11,821.00).

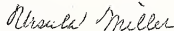
4. It is further understood and agreed by and between the parties of this contract that should any additional party wish to have a service connection tap made into this water main within a period of fifteen (15) years from the above date, and become a permanent consumer of water on Lots 1,2,3,4,5,6, & 30, Eldrado Hills, Sec. I; Lots 78,79,80,81,82,83, & 84, Eldrado Hills, Sec.II; Lots 60,61,62,63,64,65,66, and west 85.5' of Lot 59, Centerhurst Addition 4th Section; and/or the property on the south side of and adjacent to Evard Road from a point 223.5 feet East of the East property line of Salge Drive eastward a distance of 125 feet; or any part or parts thereof, he shall apply to the said Utility for a permit to tap the above said water main and shall be required to pay to the said Utility his share of the installation cost of said water main, in addition to the regular tapping fee which share shall be \$5.58 per frontal foot. The money so collected shall be paid to the Contributor.
5. The Utility may approve the extension of additional water mains from the water main covered in this contract without incurring any financial obligations to the Contributor under this contract.
6. It is further understood and agreed that, upon completion and acceptance by the Utility, the water main and fittings installed under this contract shall form and be a part of the water works system of said Utility, and that all rights, title and interest whatsoever, shall at all times be and remain in the City of Fort Wayne, Indiana.
7. Councilmanic Approval.

This contract, although executed on behalf of the Utility by its' Mayor and Board of Public works, shall not be binding upon the Utility unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within sixty (60) days after the date hereof, then this contract shall be and become wholly void.

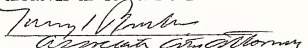
IN WITNESS WHEREOF, the parties hereto have executed this Contract, the day and year first above written.


Mayor Robert E. Armstrong

ATTEST:


Ursula Miller, Clerk

APPROVED AS TO FORM & LEGALITY:


Approved by the Common Council of the City of Fort Wayne, Indiana, on

, 1977.

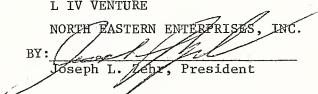
Special Ordinance _____

Prepared by:

D. L. Foland, P.E.
Chief Water Engineer

L IV VENTURE

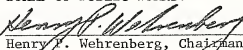
NORTH EASTERN ENTERPRISES, INC.

BY: 
Joseph L. Lehr, President

DELAGRANGE HOMES, INC.

BY: 
Dan Yoder

BOARD OF PUBLIC WORKS:


Henry V. Wehrenberg, Chairman


Ethel H. LaMar, Member

Max G. Scott, Member

ACKNOWLEDGEMENT

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State, this
14th day of March, 1977, personally appeared

the within named JOSEPH L. ZEHR

who being by me first duly sworn upon his oath says that he is the

PRESIDENT

of L IV VENTURE - NORTH EASTERN ENTERPRISES, INC.

and as such duly authorized to execute the foregoing instrument and
acknowledged the same as the voluntary act and deed of

L IV VENTURE - NORTH EASTERN ENTERPRISES, INC.
for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official
seal.


Sandra L. Priest
Notary Public
Sandra L. Priest

MY COMMISSION EXPIRES:

August 24, 1980

ACKNOWLEDGEMENT

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State, this
14th day of March, 1977, personally appeared

the within named DAN YODER

who being by me first duly sworn upon his oath says that he is the
PRESIDENT

of L IV VENTURE - DELAGRANGE HOMES, INC.

and as such duly authorized to execute the foregoing instrument and
acknowledged the same as the voluntary act and deed of

DELAGRANGE HOMES, INC.

for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official
seal.


Sandra L. Priest
Notary Public
Sandra L. Priest

MY COMMISSION EXPIRES:

August 24, 1980

5501
TITLE OF ORDINANCE SPECIAL ORDINANCE- Water Contract 7701

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

77-04-15
SYNOPSIS OF ORDINANCE Water Contract 7701 with L-IV Venture provides for construction
of a 16" water main on Ryard Road from a point 190⁺ feet west of Salgage Drive
eastward a distance of 1190⁺ feet. Contractor for construction work is
North Eastern Construction Co., Inc.

Total cost of the project ----- \$26,303.00

Cost to contractor by Contributor----- \$13,282.00

Cost to Utility for oversizing ----- 11,821.00

Furnished by Utility for testing, etc.--- 1,200.00

\$26,303.00 -

EFFECT OF PASSAGE Oversizing of water line to provide adequate size for future
expansion. Water revenue to Water Utility

EFFECT OF NON-PASSAGE Failure to provide adequate size main to allow for expansion
to serve future customers.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Direct cost to Water Utility
of \$11,821.00.

ASSIGNED TO COMMITTEE _____

Costy Utilities